

4-3078

June 05-17

CONTRACT AGREEMENT

BETWEEN

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

BOARD OF EDUCATION

AND

LOWER CAPE MAY REGIONAL

CUSTODIANS -- MATRONS

X 1979 -- 1981

LIBRARY
Institute of Management and
Labor Relations

OCT 29 1981

RUTGERS UNIVERSITY

1979-80 and 1980-81 CUSTODIANS - MATRONS CONTRACT

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I. PRINCIPLES

- A. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing.

II. RECOGNITION

- A. The Board agrees to and hereby does recognize the Lower Cape May Regional Education Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees employed in a custodial, watchman or matron capacity, night crew supervisor, excepting the Supervisor of Buildings and Grounds, collectively herein-after Custodians, except where otherwise noted.

III. GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the Board and the Custodial Staff that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

B. Definitions

1. "Grievance" is any alleged violation of this Agreement (or dispute with respect to all matters concerning the terms and conditions of Custodians employment).
2. An "aggrieved party" can be a custodian, the custodial staff or the Board.
3. Level One - Immediate Supervisor.
4. Level Two - Superintendent of Schools.
5. Level Three - Board of Education.
6. Level Four - Binding arbitration.

C. Submission of Grievances

1. Each grievance shall be submitted by the aggrieved party in writing on the form identified in Schedule E and shall contain those specifics which are required by the referenced form.
2. A grievance shall be deemed waived unless submitted within twenty-one (21) calendar days after the occurrence of the grievance or after twenty-one (21) days after aggrieved party had reasonable cause to have notice thereof.

D. Grievance Procedures

1. The aggrieved party shall first submit grievance in writing to the appropriate Level One representative.

(a) The appropriate Level One representative shall have ten (10) calendar days from the date of submission to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted if no decision is rendered, move the grievance to Level Two.

2. Level Two: The aggrieved party shall submit grievance in writing on the appropriate form contained herein to the appropriate Level Two representative. Said Level Two representative shall have ten (10) calendar days in which to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted to Level Two, if no decision is rendered, move the grievance to Level Three.

3. Level Three: The aggrieved party shall submit grievance in writing on the appropriate form contained herein to the Board of Education via the Board of Education Secretary. The Board of Education shall have thirty-five (35) calendar days in which to render a decision. The Board of Education may grant a hearing on the grievance if requested by the aggrieved party. If the

aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within the thirty five (35) days, the aggrieved party may, within ^{six} (6) calendar days after the decision has been rendered or forty-one (41) calendar days after the grievance was submitted to Level Three if no decision is rendered, moved the grievance to Level Four;

The aggrieved party shall notify in writing the Board of Education Secretary that the grievance is being moved to Level Four.

4. Level Four: The aggrieved party shall, within ten (10) calendar days of the Level Three decision or forty-five (45) calendar days after submission at Level Three, submit appropriate petition for submission to arbitration to the American Arbitration Association and deliver said copy of petition to the Board Secretary.

(a) A Request for the names of seven (7) arbitrators shall be made, and upon receipt of the names of the proposed arbitrators, a designee of the Board of Education and the Association shall strike names from the list in accordance with the rules and regulations of the American Arbitration Association in the selection of an Arbitrator.

(b) The arbitrators decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on both parties; however, the arbitrator shall be without power or authority to make any decision which required the commission of an act prohibited by law or which is violative or adds to or detracts from the provisions of this Agreement.

E. Miscellaneous.

1. Any aggrieved party may be represented at all stages of the grievance procedure by himself, two representatives, and an attorney.
2. All grievance procedure determinations shall be written, signed by the appropriate level authority and shall be attached to the grievance form.
3. All parties must indicate in writing on the form provided, the fact that a grievance has been resolved.
4. Aggrieved parties who have filed a grievance under this Agreement shall continue to work in accordance with the direction of the Superintendent, Principal, or other supervisory personnel until such time said grievance is finally determined.
5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall be kept in the personnel file of any of the participants.
6. The time limits specified at any given level of the grievance procedure may be extended by mutual agreement. Such extension shall be specified in writing and attached to the grievance form.
7. Cost incurred on account of a Level Four grievance procedure shall be borne equally by the Board and the Association.

IV. SALARIES AND HOURS OF WORK

- A. The salaries and wages of all custodians, matrons, and night watchmen covered by this Agreement are set forth in Appendix "A".
- B. The regular work week shall be forty (40) hours. All work performed in excess of forty (40) hours shall be paid for at time and one-half and two and one-half ($2\frac{1}{2}$) times their daily rate for holidays.
- C. When a member of the custodial unit shall be required to assume duties of the Supervisor of Buildings and Grounds, during the absences of the Supervisor of Buildings and Grounds, he shall be compensated for such duties at \$7.00 per single day extra; for two or more consecutive days the rate shall be \$10.00 per day extra. The senior man on the shift will be eligible.
- D. Holidays.
 - 1. There shall be twelve (12) paid holidays per school year.
 - 2. Holidays shall be July 4th, Labor Day, Veteran's Day, Columbus Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day, New Year's Day, President's Day, Martin Luther King Day, Easter Monday and Memorial Day.
 - 3. If any of the above named holidays shall fall on a Saturday it shall be celebrated on Friday. If it falls on a Sunday, it shall be celebrated on Monday.
- E. Semi-monthly salary to be as follows:
 - 1. For full-time salaried employees and substitute employees:
 - a. First half of the month on the 20th.
 - b. Second half of the month on the 5th day of the next month.
 - c. (1) When a pay day falls on or during a school or legal holiday or weekend, custodians and matrons shall secure

their pay checks on the last previous working day.

(2) Custodians with annual contracts shall be given the privilege of working holidays based on seniority up to a limit of two (2) holidays per man. Compensation for holidays for the aforementioned custodians shall be at the rate of two and one half ($2\frac{1}{2}$) times their daily rate ($1/240$ th of annual salary).

F. SUPERVISORY INCREMENT

1. If the Board creates supervisory positions as enumerated hereinbelow, the employee filling said position shall be compensated as follows:

Head Custodian..... \$600.00

Night Supervisor.....\$1,000.00

Outside Supervisor..... \$300.00

2. A one time payment of \$100.00 shall be given to all custodians who have secured a black seal license prior to July 1, 1979. After this date, any custodian who secures a black seal license on his own time, will receive a one time payment of \$100.00.

V. SENIORITY

A. Seniority is hereby established and defined as service in length of time by an appointed employee.

B.

1. Seniority shall be one of the primary factors by which an employee shall be chosen in matters pertaining to overtime and holiday work, time of vacation, and placing of an employee in a vacant or newly designated position by the Board. If a man accepts the new position, he shall have sixty (60) working days of trial period for inside work and one hundred twenty (120) working days for outside work. Upon recommendation of the supervisor and approval of the Board, the man shall hold the position as long as it exists, subject to Board review.

2. Overtime and holiday work shall be assigned in the sole discretion of management to individuals based upon the individual's ability to perform the tasks required during said overtime and holiday work as determined in the sole discretion of management.

C. An appointed employee shall lose all accumulated school district seniority only if he:

1. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the School District.

2. Is laid off for more than twelve (12) consecutive calendar months.

D. In the event of any reduction in the personnel of the Custodial Force, the Board will give due consideration to seniority status in determining which of the personnel shall be the first to be released provided however that all such determination shall be solely within the discretion of the Board.

VI. INSURANCE PROTECTION

- A. For the school years 1979-81, the Board of Education will assume the cost of the coverage in the New Jersey State Health Benefits Plan for custodians and eligible dependents. This coverage includes blue cross, blue shield, rider J. and major medical.
- B. The Board shall provide to each custodian upon full-time employment a description of conditions and limits of coverage as listed above.
- C.
 - 1. The Blue Cross of New Jersey Prescription Plan, which plan provides a \$1.00 deductible (co-pay) provision, the cost of which will be paid by the Board as follows:
 - a. Family Unit - 50% of cost per month
 - b. Single Member - 50% of cost per month
 - c. Parent and Child - 50% of cost per month

VII. VACATIONS

- A. Each employee in the negotiating unit covered by this Agreement except matrons, shall be entitled to vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken.
- B. Vacation dates shall be selected by employees according to seniority and may be at any time during the contract year subject to the approval of the administration.
- C. Only two (2) employees may be on vacation at one time.
- D. All employees with one (1) year's service will receive two week vacation.
- E. After five (5) year's service, employees shall receive three (3) weeks vacation; after ten (10) year's service, seventeen (17) days vacation.
- F. Any holiday falling within a man's vacation period will automatically extend his vacation by one (1) day to compensate for holiday.
- G. In the event that a man, while on vacation, shall become legitimately sick, he shall make application to the Board to use his sick leave instead of vacation time and the Board shall render a final determination on such application.

VIII. SICK LEAVE AND LEAVE OF ABSENCE

A. All employees covered by this Agreement shall be entitled to twelve (12) work days sick leave as of July 1st of each school year. Unused sick leave days shall be accumulated without limit from year to year. After three (3) consecutive sick leave days a doctor's certificate shall be required.

B. Notification of Sickness.

1. It shall be considered notification of sickness to have contacted the Supervisor of Buildings and Grounds, or his representative, at his residence during the night hours for sickness involving the next working day, and school office during the day preferably one hour in advance of the intended work shift during the day hours. When the supervisor cannot be contacted during the day, notification at the school office shall constitute notification of the supervisor, with the message being relayed by the school office to the supervisor in such instance.

C. Leave of Absence.

1. Employees covered by this Agreement shall be granted the following non-accumulative leaves of absence with full pay each school year:

a. All employees covered by this Agreement shall be granted three (3) days emergency leave of absence for personal, legal, business, household, or family matters which require absence during working hours subject to prior approval of the Supervisor of Buildings and Grounds. Employees shall be required to state the reason for taking such leave. This leave shall not be accumulated from year to year, nor shall it mean that all custodians are automatically entitled to these three days.

b. All employees covered by this Agreement shall be granted five (5) days leave of absence at any one time in the event of the death of an employee's spouse, child, brother, sister, mother, father, grandfather, grandmother, granddaughter, grandson, per occurrence.

D. An employee shall be entitled to notification of accumulated sick leave on July 1st.

E. Sick Leave Reimbursement.

Custodians who retire from the district and qualify for pension accordance with the provisions of the State of New Jersey, Public Employees Retirement System, shall be reimbursed for unused sick leave in excess of seventy-five (75) days at the rate of 20% of his/her per diem (calculated at 1/240th for 12 month employees or annual salary) rate provided at least fifteen (15) years of service has been completed in the Lower Cape May Regional School District. This sick leave reimbursement benefit also pertains to matrons retire, however, the rate will be calculated at 1/190th of annual salary.

IX. WORK SCHEDULE

- A. For planning purposes and to maintain an orderly procedure, the work schedule shall be posted for a two (2) month period. Each new schedule shall be posted at least one (1) month prior to the start of such schedule.
- B. For proper planning within the Custodial Staff, selection of prospective workers for holidays, based on seniority, shall be made at least two (2) weeks in advance of the holiday.
- C. A list of substitutes shall be maintained by the Board of Education. Substitutes shall be assigned, if available, whenever any regular employee is absent. This provision shall apply only during the regular school calendar period.

X. UNIFORMS

- A. The Board shall provide each custodial employee and matron with three (3) uniforms per school year to be worn at all times while on school functions. Cleaning and maintenance of the uniforms shall be the responsibility of the individual custodian or matron and shall be kept clean, neat, and in good repair at all times.
- B. The Board shall provide each custodial employee with monograms on their uniforms, which monograms shall be in such form and color as may be determined by the Superintendent of Schools.

XI. SAFETY STANDARDS

- A. Safety Standards have been incorporated herein and designated Appendix "B".
- B. The foregoing shall not preclude the introduction of further Safety Standards.

XII. NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

XIII. SAVING CLAUSE

- A. If any provision of this Agreement is, or shall be at any time contrary to law, then such provision shall not be applicable performed or enforced. In such event, all other provisions Agreement shall continue in effect.

XIV. DURATION

- A. The provisions of this Agreement shall be effective as of July 1, 1979, and shall remain in force and effect until June 30, 1981.

IN WITNESS WHEREOF, the employer has caused this Agreement to be signed by its President, thereunto duly authorized, and its seal to be affixed, attested by its Secretary and the employee, and its negotiating agent, through its duly authorized President, has hereunto set his hand and seal this 10th day of June 1980.

By the Lower Cape May Regional School District.

BY: Robert M. Bonner
President, Board of Education

BY: Jane E. Luskington
Secretary, Board of Education

BY: John H. Salafite
President, Lower Cape May
Regional Custodial-Matron Staff

BY: Edward M. Stenke
Secretary, Lower Cape May
Regional Custodial-Matron Staff

APPENDIX "A"

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

SALARY SCHEDULE

CUSTODIAL STAFF

| <u>STEP</u> | <u>1979-80 school year</u> | | <u>1980-81 school year</u> | |
|-------------|----------------------------|---------------|----------------------------|---------------|
| | <u>Percentage</u> | <u>Amount</u> | <u>Percentage</u> | <u>Amount</u> |
| 1. | Base Salary | 7,100. | Base Salary | 7,650. |
| 2. | 4.6 | 7,427. | 4.6 | 8,002. |
| 3. | 9.2 | 7,753. | 9.2 | 8,354. |
| 4. | 13.8 | 8,080. | 13.8 | 8,706. |
| 5. | 18.4 | 8,406. | 18.4 | 9,058. |
| 6. | 23.0 | 8,733. | 23.0 | 9,410. |
| 7. | 27.6 | 9,060. | 27.6 | 9,761. |
| 8. | 32.2 | 9,386. | 32.2 | 10,113. |
| 9. | 36.8 | 9,713. | 36.8 | 10,465. |
| 10. | 41.4 | 10,039. | 41.4 | 10,817. |
| 11. | - | - | 46.0 | 11,169. |

- A. Effective July 1, 1979, the base salary for a custodian shall be \$7,100.
- All other salaries shall be expressed as a percentage over the base salary as set forth above with ten (10) steps.
- B. Effective July 1, 1980, the base salary for a custodian shall be \$7,650.
- All other salaries shall be expressed as a percentage over the base salary as set forth above with eleven (11) steps.
- C. It is the mutual intention of the Board and the Custodial Staff in adopting the percentage salary index as set forth in Article IV to provide with finality a guide which establishes a maximum number of steps after which a Custodian shall not be eligible for any supplemental salary increase by virtue of moving to a higher step or level.

- D. It is the intention of the Board and the Custodial Staff that the percentage between the steps (4.6%) and the total number of steps, ten (10) in 1979-80 and eleven (11) in 1980-81, shall not change and shall remain in full force and effect for such period of time that the Custodial Staff represents the Custodians as employees of the said Board, it being understood that the Board has agreed to the utilization of said guide, only on the basis of the representations as set forth herein in paragraphs C. and D.
- E. Substitute Custodians Shall be Compensated:
1. \$24.00 per diem for each full day of employment.

APPENDIX "B"

RECOMMENDED SAFETY STANDARDS

1. Adequate lighting should be installed at the Sewerage Treatment Plant.
2. Each Custodian should be provided with rubber gloves for work in school washrooms and when using Miracle 77 or other similar materials.
3. Each Custodian should be provided respiratory equipment for work on boilers or where necessary to prevent respiratory infections.
4. Safety glasses should be provided for work on boilers or wherever necessary.
5. No Custodian shall be required to ascend ladders while working a shift alone higher than a six foot ladder.
6. Night lights should be installed in existing corridor lights the same as in the Junior High School Wing.
7. Soap and water dispensers should be installed on all scrubbing machines similar to the type on the baseboard scrubber, if available.
8. A light should be installed at the end of the garage by the gasoline pump.
9. In the interest of security, all outside doors should be secured, locks changed in order that after school hours there shall be only one entrance. Everyone should be required to enter by the front door. A bell system should be installed to alert the Custodian on duty to the fact that someone wishes to enter.
10. Casters should be installed on the center posts of cafeteria tables in the School Cafeteria.
11. Safety shoes for custodians will be provided by Board if required by Law.

APPENDIX "C"

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

SALARY SCHEDULE

MATRON STAFF

| <u>STEP</u> | <u>1979-80 school year</u> | | <u>1980-81 school year</u> | |
|-------------|----------------------------|---------------|----------------------------|---------------|
| | <u>Percentage</u> | <u>Amount</u> | <u>Percentage</u> | <u>Amount</u> |
| 1. | Base Salary | 4,400. | Base Salary | 4,750. |
| 2. | 4.6 | 4,602. | 4.6 | 4,969. |
| 3. | 9.2 | 4,805. | 9.2 | 5,187. |
| 4. | 13.8 | 5,007. | 13.8 | 5,406. |
| 5. | 18.4 | 5,210. | 18.4 | 5,624. |
| 6. | 23.0 | 5,412. | 23.0 | 5,843. |
| 7. | 27.6 | 5,614. | 27.6 | 6,061. |
| 8. | 32.2 | 5,817. | 32.2 | 6,280. |
| 9. | 36.8 | 6,019. | 36.8 | 6,498. |
| 10. | - | - | 41.4 | 6,717. |

- A. Effective July 1, 1979, the base salary for a matron shall be \$4,400. for a 190 day work year. All other salaries shall be expressed as a percent over the base salary as set forth above in nine (9) steps.
- B. Effective July 1, 1980, the base salary for a matron shall be \$4,750. for a 190 day work year. All other salaries shall be expressed as a percent over the base salary as set forth above in ten (10) steps.
- C. It is understood that effective July 1, 1979, the matrons employed by the Board will be placed on the following step:

Eleanor Streaker..... Step 9.

Elizabeth Pratt..... Step 6.

- D. It is the mutual intention of the Board and the Matron Staff in adopting the percentage salary index as set forth in Article IV to provide with finality a guide which establishes a maximum number of steps after which a matron shall not be eligible for any supplemental salary increase by virtue of moving to a higher step or level.
- E. It is the intention of the Board and the Matron Staff that the percentage between the steps (4.6%) and the total number of steps, (9) in 1979-80, (10) in 1980-81, shall not change and shall remain in full force and effect for such period of time that the Matron Staff represents the Matrons as employees of the Board, it being understood that the Board has agreed to the utilization of said guide, only on the basis of the representation set forth herein in paragraphs C. and D.
- F. Matrons shall not be subject to the provisions of Articles IV, VII, and VIII of this Agreement. In lieu thereof Matrons shall have such rights relating thereto as are provided in their individual contract.
- G. Matrons are not required to work on School Calendar Holidays.
- H. Matrons annual salary shall include 190 work days and all school holidays between September 1st and June 30th.

LOWER CAPE MAY REGIONAL EDUCATION ASSOCIATION

GRIEVANCE REPORT

GRIEVANCE # _____

STEP 1

A. Date cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

_____2. Relief Sought _____

SIGNATURE

DATE

C. Disposition by Principal or Immediate Superior _____

SIGNATURE

DATE

D. Position of Grievant and/or Association _____

SIGNATURE

DATE

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

SIGNATURE

DATE

C. Position of Grievant and/or Association _____

SIGNATURE

DATE

STEP III

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

SIGNATURE

DATE
OF DECISION